

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dan Oyler, Assistant Manager, Public Works/Capital Projects
954-797-1240

SUBJECT: Resolution

AFFECTED DISTRICT: District 3 & 4

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, authorizing the appropriate Town officials to enter into a Joint Participation Agreement, Contract Number ANH53 and a District Four (4) Highway Maintenance Memorandum of Agreement DSF-Maintenance with the State of Florida, Department of Transportation for traffic ways beautification for Flamingo Road medians within the Town of Davie and authorizing the appropriate Town officials to acknowledge such by approval by affixing their signatures to such document.

REPORT IN BRIEF: Agreements are required to accept the Broward Beautiful funding for Flamingo Road landscape improvements.

PREVIOUS ACTIONS: Previously approved Resolution 2003-204

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$51,170.25/\$25,000 matching funds from Town of Davie.

Account Name: 001-0701-541-0426 Landscape Grant Account.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Resolution

DOT Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A JOINT PARTICIPATION AGREEMENT, CONTRACT NUMBER ANH53 AND A DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT DSF-MAINTENANCE WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR TRAFFIC WAYS BEAUTIFICATION FOR FLAMINGO ROAD MEDIANS WITHIN THE TOWN OF DAVIE AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ACKNOWLEDGE SUCH BY APPROVAL BY AFFIXING THEIR SIGNATURES TO SUCH DOCUMENT.

WHEREAS, The Town Council previously approved Resolution 2003-204 which authorized the application for a \$25,000 Grant from the State Thoroughfare Beautification Grant Program administrated by Broward Beautiful; and

WHEREAS, The State of Florida has seen fit to increase their participation to \$26,170.25 as per the attached agreements, and the Town of Davie's participating share shall remain at \$25,000.00.

WHEREAS, the Town of Davie has received a grant for the State Thoroughfare Beautification Grant program to enhance the entrance feature areas of the Flamingo Road Medians; and

WHEREAS, the Town desires to authorize the execution of the Joint Participation Agreement, Contract Number ANH53 and the District Four (4) Highway Maintenance Memorandum of Agreement DSF-Maintenance with the State of Florida Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the appropriate Town officials to execute the agreements with the Florida Department of Transportation, a copy of both agreements is attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

ATTEST:

Town Clerk

APPROVED THIS _____ DAY OF _____, 2004.

FM No: 416553-1-58-01

FEID No: 596045270001

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
CONTRACT NUMBER ANH53**

THIS AGREEMENT entered into this ____ day of _____, 200__, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **CITY OF DAVIE**, State of Florida, located at 6911 Orange Drive, Davie, FL 33314 hereinafter called the **PARTICIPANT**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **PARTICIPANT** are desirous of having the **PARTICIPANT** make certain improvements in connection with State FM Number 416553-1-58-01 for irrigation and landscape at **SR 823** from Griffin Rd to SR 84 in Davie, Florida. Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; and,

WHEREAS, the improvements are in the interest of both the **PARTICIPANT** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **PARTICIPANT** to perform such activities; and,

WHEREAS, the **PARTICIPANT** by Resolution No. _____ adopted on _____, 200__, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **PARTICIPANT** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the **PARTICIPANT** at no extra cost.
4. The **PARTICIPANT** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **PARTICIPANT** will make best efforts to obtain the **DEPARTMENT** input in its decisions.
5. The **DEPARTMENT** agrees to pay the **PARTICIPANT** for the services described in Exhibit A of this agreement. The **PARTICIPANT** has stated that the total cost of the services will be **Fifty One Thousand One Hundred Seventy Dollars and Twenty Five Cents (\$51,170.25)**. The Total **DEPARTMENT** contribution towards this project is not to Exceed **Twenty Five Thousand Dollars and No Cents (\$25,000.00)**.

6. In the event it becomes necessary for the **DEPARTMENT** to institute suit for the enforcement of the provisions of this Agreement, the **PARTICIPANT** shall pay the Department's reasonable attorney fees and court costs if the **DEPARTMENT** prevails.

7. Should the **DEPARTMENT** and the **PARTICIPANT** decide to proceed with subsequent phases of the Project, this AGREEMENT may be amended to identify the respective responsibilities and the financial arrangements between the parties.

8. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the **PARTICIPANT** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this AGREEMENT shall run to the **DEPARTMENT** and its successors.

9. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the **PARTICIPANT** and the **DEPARTMENT** until the Project is accepted in writing by the **DEPARTMENT's** Project Manager as complete, or by December 31, 2005, whichever occurs first.

10. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.004(29), Florida Statutes.

11. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payments. The Department will render a decision on the acceptability of services within **10** working days of receipt of a progress report. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the **PARTICIPANT** promptly when work is subsequently performed.

12. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

13. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

14. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of

Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Participant's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339. 135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. The **PARTICIPANT** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **PARTICIPANT**, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **PARTICIPANT**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the AGREEMENT without liability.

21. To the extent allowed by the Laws of Florida, the **PARTICIPANT** hereby agrees to indemnify, defend, save, and hold harmless the **DEPARTMENT** from all claims, demands liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of the **PARTICIPANT**, its agents, employees, contractors, subcontractors and/or consultants arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
22. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
23. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
24. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Attn: Elisabeth Hassett
With a copy to: Cleo Marsh
A second copy to: District General Counsel

If to the PARTICIPANT:

City of Davie
6911 Orange Drive
Davie, FL 33314
Attn: Dan Oyler
Assistant Public Work Director
With a copy to: City Attorney

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF

BY: _____
CHAIRPERSON

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: _____
RICK CHESSER, P.E.
DISTRICT SECRETARY

ATTEST:

APPROVED: (AS TO FORM)

CITY CLERK (SEAL)

BY: _____
DISTRICT GENERAL COUNSEL

APPROVED:

BY: _____
[PARTICIPANT] ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

The **PARTICIPANT** (City of Davie) will develop and furnish to the **DEPARTMENT** irrigation and landscape plans and specifications for State Road 823 section 8619000 from Griffin Rd. (M.P. 7.343) to SR 84 (M.P. 10.897) and subsequently furnish and construct the irrigation and landscape as shown in the attached plans and specifications prepared by Landscape Architects Collaborative dated August 2003. The following conditions shall apply:

- a. The current Florida Department of Transportation Design Standard Index 546 must be adhered to,
- b. Clear zone/horizontal clearance as specified in the plans Preparation Manual – English Volume 1, Chapter 2 must be adhered to,
- c. Landscape shall not obstruct roadside signs or permitted sight window for outdoor advertising signs as permitted in F.A.C. 14-40,
- d. Irrigation and/or Landscape material shall be of a size, type and placement so as not to impede large machine mowing that the **DEPARTMENT** currently provides and will continue to provide at the same frequency,
- e. Should the **PARTICIPANT** elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water and electricity costs shall be born solely by the **PARTICIPANT**.
- f. During the installation of the project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards (series 600),
- g. The **PARTICIPANT** shall provide the local maintenance office located at 5548 N.W. 9th Avenue Fort Lauderdale, FL 33309, (phone 954-776-4300) a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact,
- h. If there is a need to restrict the normal flow of traffic it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The **DEPARTMENT's** Public Information Office shall also be notified by phone at 954-777-4092,
- i. The **PARTICIPANT** shall be responsible to clear all utilities within the project limits,
- j. The **PARTICIPANT** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.

SECTION NO.: 86190000
FM NO.(s): 416553-1-58-01
CONNECTED JPA No.: ANH53
COUNTY: Broward
S.R. NO.: 823

**DISTRICT FOUR (4)
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT
DSF-MAINTENANCE**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **TOWN OF DAVIE** a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road 823** as part of the State Highway System: and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscape within the right of way of State Road 823; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a highway facility as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

WHEREAS, the **AGENCY** is of the opinion that said highway facility, which contains landscaped medians, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up, necessary replanting, and irrigation repairs, as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 20____, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscape improvements and irrigation on the highway facilities as specified in plans and specifications hereinafter referred to as the Project; and incorporated herein as Exhibit B.

(a) The current Florida of Department of Transportation Design Standard Index 546 must be

adhered to,

(b) Clear zone/horizontal clearance as specified in the Plans Preparation Manual - English Volume 1, Chapter 2 must be adhered to,

(c) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs,

(d) If irrigation is to be installed, the **DEPARTMENT** shall be provided accurate as built plans of the system so if in the future there is a need for the **DEPARTMENT** to perform work in the area, the system can be accommodated as much as possible,

(e) If it becomes necessary to provide utilities to the median or side areas (water/electricity) it shall be the **AGENCY'S** responsibility to obtain a permit for such work through the local maintenance office,

(f) During the installation of the project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards (Series 600),

(g) The **AGENCY** shall provide the local maintenance office located at 5548 NW 9th Ave. Ft Lauderdale, FL 33309, (954) 776-4300 a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact,

(h) If there is a need to restrict the normal flow of traffic it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The **DEPARTMENT'S** Public Information Office shall also be notified,

(i) The **AGENCY** shall be responsible to clear all utilities within the project limits,

(j) The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to start of the project.

2. The **AGENCY** agrees to maintain the landscape improvements and irrigation within the medians by periodic trimming, cutting, mowing, fertilizing, curb and sidewalk edging, litter pickup and necessary replanting, following the **DEPARTMENT'S** landscape safety and plant care guidelines.

The **AGENCY'S** responsibility for maintenance shall include all landscaped/turfed areas within the median. Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using roadway. To

maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep litter removed from the median and. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If it becomes necessary to provide utilities to the median or side areas (water/electricity) for these improvements, all costs associated with irrigation maintenance, impact fees and connections as well as on-going cost of water are the maintaining agency's responsibility

The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3. If at any time after the **AGENCY** has assumed the landscape installation and maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the landscape, irrigation, or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
 - (a) Complete the installation or part thereof, with **DEPARTMENT** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
 - (b) Maintain the landscape or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - (c) Terminate this **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and with **DEPARTMENT** or private contractor's personnel remove all of the landscape installed under this **AGREEMENT** or any preceding agreements and return the right of way to its original condition and charge the **AGENCY** the reasonable cost of such removal.
4. It is understood between the parties hereto that the landscape covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

The **AGENCY** shall be given a minimum sixty (60) calendar days notice to remove said landscape after which time the **DEPARTMENT** will remove, relocate, or adjust the same.

5. The **DEPARTMENT** and the **AGENCY** intend to enter into a separate agreement as further described in Exhibit C. The **DEPARTMENT** shall be invited to assist the **AGENCY** in final inspections before acceptance of the job by the **AGENCY**.
6. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the project, should the landscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.
7. This **AGREEMENT** maybe terminated under anyone (1) of the following conditions:
 - (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.
 - (b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
8. The term of this **AGREEMENT** commences upon execution.
9. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY'S** negligent performance of the work under this **AGREEMENT**, or due to the failure of the **AGENCY** to construct or maintain the project in conformance with the standards described in Section 2 of this **AGREEMENT**. Nothing contained in this section shall constitute a waiver of the City's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10. The **AGENCY** may construct additional landscape improvements within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscape shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
 - (b) All landscape shall be developed and implemented in accordance with appropriate state safety and road design standards;
 - (c) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional landscape installed;
 - (d) No change will be made in the payment terms established under item number five (5)

of this **AGREEMENT** due to any increase in cost to the **AGENCY** resulting from the installation of landscape added under this item.

11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.
13. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
14. This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this **AGREEMENT** and Florida law, the laws of Florida shall prevail.
16. Any and all notices given or required under this agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the Department:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, RL.A
FDOT District IV Landscape Architect

If to the Department

Town of Davie
6911 Orange Drive
Davie, FL 33314
Attention: Dan Oyler
Assistant Public Work

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** effective the day and year first above written.

AGENCY
TOWN OF DAVIE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairperson/Mayor

By: _____
District Secretary

Attest: _____(SEAL)
Clerk

Attest: _____(SEAL)
Executive Secretary

Approval as to Form Date

Approval as to Form Date

SECTION NO.: 86190000
FM NO.(s): 416553-1-58-01
CONNECTEDJPANo.: ANH53
COUNTY: Broward
S.R. NO.: 823

EXHIBIT A

PROJECT LOCATION:

State Road 823 from Griffin Rd. (M.P. 10.897)

SECTION NO.: 86190000
FM NO.(s): 416553-1-58-01
CONNECTED JPA No. ANH53
COUNTY: Broward
S.R. NO.: 823

EXHIBIT B

landscape improvements as reflected in the plans attached hereto as well as the stipulations of this **AGREEMENT** incorporated herein. See attached plans prepared by dated

See attached plans prepared by Landscape Architects Collaborative dated August 2003 .

SECTION NO.: 86190000
FM NO.(s): 416553-1-58-01
CONNECTED JP A No.: ANH53
COUNTY: Broward
S.R. NO.: 823

EXHIBIT C
(GENERAL)

PROJECT COST

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY
MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida,
Department of Transportation and the AGENCY.

Anticipated Terms of Separate Agreement

I.	FDOT PARTICIPATION:	\$ 26,170.25
	AGENCY PARTICIPATION:	\$ 25,000.00
II.	APPROXIMATE PROJECT COST:	\$ 51,170.25 =====